

1153

Original copy

LIBRARY
INSTITUTE OF MANAGEMENT
AN APPICATION

JUL - 7 1992

RUTGERS UNIVERSITY

CONTRACT FOR 1990 THRU 1992

BETWEEN

TOWNSHIP OF EDGEWATER PARK AND
EDGEWATER PARK POLICE ASSOCIATION

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
I. Recognition	1
II. General Rules	2
III. Grievance Procedure	3 & 4
IV. Detailed Plan	5
V. Bereavement Leave	6
VI. Personal Leave	6
VII. Leave of Absence	7
VIII. Rights and Privileges of the Association	8
IX. Workman's Compensation, Safety and Health	9
X. Fringe Benefits	10
XI. Holidays	11
XII. Annual Vacation	12
XIII. Sick Leave	13
XIV. Longevity Payments	14
XV. False Arrest and Liability Insurance	15
XVI. Seniority	16
XVII. Termination	17
XVIII. Minimum Man Shift	18
XIX. Additional Responsibilities	19
XX. Overtime	20
XXI. Severability and Savings	21
XXII. Fully Bargained Provisions	22
Annex A	23
Annex B	24
Signature Page	25

I. RECOGNITION

The employer recognizes the Edgewater Park Police Association as the bargaining agent for the purpose of establishing salaries, wages, hours and other condition of employment for the all it's employees listed in Annex A, /salaries, attached hereto, and by reference, made as part of the Agreement. This recognition, however, shall not be interpreted as having the affect of, or in any way abrogating the rights of employees under Laws of 1968, Chapter 303. The Edgewater Park Police Association will hereafter be referred to as the Association. The Employer and the Association retain the right to seek advice and counsel from outside parties for the purposes of negotiation.

II. GENERAL RULES

A. The proposed salary ranges shall be established to all authorized positions, except where positions and salary are set by the statute.

B. The minimum rate shall be the hiring rate for each title; employees may be hired in excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.

C. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his classification is increased, then his salary shall be adjusted to the minimum of the new range or to his old rate, whichever is higher.

D. Rate of compensation provided for in this Agreement are fixed on the basis of full-time service unless stated otherwise.

E. During term of this Agreement the pay scale will not be reduced unless by mutual agreement of both parties.

F. In order to adequately and safely protect and serve both employees and the public, essential management prerogative must be retained. The rights of management shall include but not limited to: the determination of emergencies; duty assignments; and adjusting of work schedules; disciplinary actions; and demotions, fines, promotions, suspensions, or transfers of employees when management shall so determine. Safe working conditions will be a joint responsibility of management and the Association. A Safety Council may be organized and made up of four (4) members; two (2) from management; and two (2) from the Association.

The provisions of this clause are subject to and superseded by the applicable provisions of New Jersey State Law and Civil Service.

G. The terms and conditions of this Agreement concern, benefit and govern the members of the Edgewater Park Police Association Membership list attached Annex B.

III. GRIEVANCE PROCEDURE

A. General Policy. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

B. Grievance shall mean alleged violation of this Agreement or any dispute with respect to this meaning or application.

C. Informal Verbal Grievance - Step 1

The employee shall file his grievance or dispute to his immediate supervisor verbally or in writing at the employee's option within twenty-four hours after the occurrence of such grievance or dispute, excluding weekends or holidays. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, of failing that must within that time advise the employee of his inability to do so.

D. Formal Written Grievance - Step 2

1. When an employee has been informed of the supervisor's inability to develop a mutually satisfactory solution to the grievance the employee will have forty-eight (48) consecutive hours excluding weekends or holidays to grieve in writing the immediate supervisor's decision to the Department Head. The grievance should be stated as completely and as clearly as possible, in order to permit handling. One copy of the grievance shall be immediately placed in the hands of the Department Head. The original of the written grievance shall be filed with the Department Head and a copy served upon the immediate supervisor to whom the grievance was verbally made within the aforeskipulated time period.

2. The supervisor will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two (2) working days after the receipt of the written grievance the supervisor must present it with the formation required to the Department Head or Administrator.

3. The Township Administrator will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Administrator must be forwarded to the Mayor. The governing body will then consider and formally act on the complaint within five (5) days.

IV. DETAILED PLAN

A. Salaries and Wages.

1. All employees in classification listed in Annex A will receive the salaries and wages set forth within Annex A for the years 1990 thru 1992. Said wages will be paid in accordance with the Salary Ordinance for the respective years.

B. Work Schedules.

1. The work schedule will be six (6) eight (8) hour days and then three days off. This will be the standard schedule unless replaced by twelve (12) hour shifts.

2. Work schedules will be posted no less than one (1) month in advance.

3. Changes in schedules will be posted a minimum of two (2) weeks in advance to allow members to rearrange personal activities. The only exception being a minimum of one (1) week notice for school scheduling and as much notice as possible in the event of illness or emergency.

C. Definition of Duties.

1. Refer to job title description as promulgated by the New Jersey Civil Service Commission.

D. Court Pay.

All members of the Association shall be entitled to receive time and half for court pay or compensatory time at a rate of time and a half. (2 hr. minimum pay). Such compensation shall be for appearance in court during the year. This two (2) hour minimum pay is regardless of the length of time, five (5) minutes or the total of two (2) hours.

E. Shift Differential Pay

Starting with the 1989 contract officer working the 3pm to 11pm shift will receive an additional five cents (.05) per hour.

Officers working the 11pm to 7am shift will receive an additional ten cents (.10) per hour.

V. BEREAVEMENT LEAVE.

A. Leave of absence for death in the family shall be in accordance with Edgewater Park Standard Operating Procedures:

1. Members and employees will be allowed the following time off in case of death of father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law; from the day of death until the day of burial inclusive.

2. For grandson, uncle, anut, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree; the day of the burial only.

3. Exception to this rule may be made when the deceased is buried in another city and the member would be unable to return in time for duty with the leave of absence granted.

VI. PERSONAL LEAVE.

1. All employees listed in Annex A shall receive three (3) days for personal leave which may be taken as requested and approved by the Chief of the Department.

2. Personal leave shall not be cumulative and payment shall not be given to any employee in lieu of the leave.

VII. LEAVE OF ABSENCE.

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform the duties and who temporarily desires to engage in a course of study that will increase his usefulness to the employer, or for any reason considered good by the Mayor and the Department Head, may, with approval of the Mayor and the Department Head, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee asking for leave of absence shall submit his or her request in writing to the Department Head, stating starting date, approximate duration and finishing date to return and reason for leave. Upon completion of approved leave of absence, the employee shall be entitled to return to his or her former position. All applications for leave of absence shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by a majority of the Township Committee by formal action.

VIII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION.

A. Representatives of the Association shall be permitted to conduct joint Association - Employer business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employee. The Association may have the use of a meeting room within the municipal building when appropriately scheduled through the Chief of Police or his designate.

B. No employee shall be contacted by a Committee member nor shall any employee contact a Committee member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude brief queries inherent with normal operating procedures and for normal conduct of business nor in emergent situations by and between the employee and his immediate supervisor.

C. The employer shall not discriminate on the basis of race, color or national origin or on any other unlawful basis whatsoever under any circumstances.

IX. WORKMAN'S COMPENSATION, SAFETY AND HEALTH.

A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) month with a total accumulation of one (1) year for any occurrence, under the same terms and conditions set forth under Section IV, except that employees shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such time and under such circumstances as are reasonable, to require a person covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's check will cease unless the employee returns to work. In the event the employee is dissatisfied with the Township physician's opinion, he may, at his cost, seek a second opinion. If said second opinion is a variance with the initial opinion, both the Township and the Association agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of the employee's medical condition. Said list shall be submitted to the employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the township and the employee shall select and rank in order of preference, three (3) physicians from the list. If only one physician is the same on both lists, said physician shall be selected for the third opinion. If more than one physician is on both lists, the Township is to determine which of the duplicate physician the employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for the third opinion and reimburse the employee for the second opinion; if the third opinion supports the Township physician's contention, then the employee shall pay for the third opinion. The decision of the third physician shall be final and binding on both parties.

B. All safety hazards shall be reported through the proper chain of command to the proper official.

X. FRINGE BENEFITS.

A. All permanent and provisional employees shall be enrolled in the Medical Surgical Plan of New Jersey, hereafter referred to as "The Blues". meaning Blue Cross and Blue Shield, including benefits for spouse and family as specified in company tariffs. Each employee, spouse and eligible dependent shall also benefit by Major Medical, Prevailing Fee, Hospital and Surgical benefits and Rider J to the maximum allowable by "The Blues". Blue Cross/Blue Shield dental Plan \$17.64 a month (211.68 yr.) and or the equivalent. This coverage shall be paid for by the employee.

B. All permanent employees are eligible for membership in the Public Employees Retirement System and Group Life Insurance available according to Civil Service Regulations.

C. There shall be no change in the medical or insurance plan maintained and paid for by the employer on behalf of the employee unless and except in the case of a new plan that is equivalent or better than the one at the time.

D. Any member of the association who is disabled or retires after twenty (20) years of service to the township of Edgewater Park shall have the opportunity to remain in the Medical Insurance Plan. The first four (4) years will be paid by the employer at the 1988 rate. The difference will be paid by the retired employee at his or her own expense. After the first four (4) years the entire cost of the insurance coverage will be paid by the retired employee. Beginning in 1992 an additional three (3) years of paid insurance coverage will be added, bring to a total of seven (7) paid years at the 1989 rate. after the first seven (7) years the entire cost of the insurance coverage will be paid by the retired employee.

E. All members of the Association who attend police related college courses will receive \$10.00 per credit.

F. The Township will pay for uniform cleaning for all members of the department. A total expenditure of two hundred thirty dollars (\$230.00) per man will be paid directly to the cleaners performing this service.

G. The township Detective will also receive a clothing allowance of five hundred dollars (500.00) per year, as needed and as determined by the Chief of Police.

H. The Township will pay all F.O.P. yearly dues and also the full cost of the F.O.P. Legal Defense Plan.

I. All members will attend one (1) school a year for training.

XI. HOLIDAYS

A. Official holidays for employees shall be in accordance with Township Ordinance to the effect that all State employee holidays shall be holidays of Edgewater Park Township Employees, including:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Christmas Day

B. Due to the emergency nature of work performed by the Association members these personnel shall work schedules devised by the Chief of Police or his designate. They shall receive one cash payment for all holidays granted during the year at the first payday in the month of November.

C. The official holidays for the Township of Edgewater Park shall be as authorized by State Law and /or by the Civil Service Commission, with the approval of the Governor, and shall be allowed as days off, with pay, in accordance with Section 4:1-18.3 of the New Jersey Administrative Code as supplemented and amended.

XII. ANNUAL VACATION.

A. Annual vacation shall be according to the following schedule:

Zero through one year of service	- one working day for each month
1 through 5 years of service	- 12 working days
5 through 12 years of service	- 15 working days
12 through 20 years of service	- 20 working days
20 years of service or more	- 25 working days

B. Vacation shall be cumulative into the next year from the year of issuance and all time accrued for more than two (2) years shall be forfeited.

C. In the event that vacation days fall into a forfeitable classification due to action on the part of the employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.

D. All vacation requests must be submitted to the immediate supervisor for approval by the Chief of Police or his designate one (1) month before the vacation is to start.

E. Vacation scheduling is subject to employee seniority at all times.

F. Any employee who is laid off, retired or separated from the service of the employer shall be compensated for his or her unused vacation time accrued as of date of separation.

G. Department Heads will maintain a file of vacation days used and time remaining, such file available for inspection by each employee.

H. If a employee wishes not to use two (2) week vacation, the Township will give them the week's pay.

XIII. SICK LEAVE.

A. Sick leave shall be in accordance with Edgewater Park Township Personnel Code 2:8-13C.

1. As used in this subsection, "Sick Leave" shall mean paid leave that may be granted any employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part time and temporary employees are not eligible for sick leave.

2. Sick leave with pay will be allowed provided that the employee provides satisfactory proof of his illness or disability or a licensed physician's certificate as herein provided and notifies his supervisor of his illness, provided further that the employee's illness or disability is, in the opinion of a physician of the Township's choice, the result of events or acts beyond the employee's control.

3. Sick leave shall be computed on the basis of the applicable rules and regulations of Civil Service and those employees who are not filling Civil Service positions shall nevertheless for the purpose of sick leave only have their sick leave computed pursuant to the Civil Service Rules and Regulations.

B. Unused sick leave shall be cumulative from year to year.

C. Any employee who is laid off, retired or separated from the service of the employer shall be compensated for one-half (1/2) of the accrued, unused sick time at time of separation.

D. Employees receiving sick time benefits at time of retirement shall cease to receive such benefits and will receive payments for one-half (1/2) of the remaining sick time.

E. All members of the Association calling in sick must do so at least four (4) hours before his or her schedule shift.

F. Department Heads will maintain a file of sick days used and time remaining; such files available for inspection by each employee.

G. If an Association member is unable to perform his or her regular duties due to a non-work related injury, he or she may with approval of the Chief of Police or his designate, do clerical work, or any other duties assigned or take vacation leave.

H. Sick leave incentive - if less than four (4) sick days are used in a full year, the Township will give two (2) additional personal days to be used the following year. If no sick days are used in a full year, the Township will give the employee a thousand dollar (\$1000.00) bond.

XIV. LONGEVITY PAYMENTS.

A. Longevity payments will be based on each employee's anniversary date with the Department. The amount of longevity payments will be determined by the number of continuous years of service with the Department. Longevity will be paid in the following amount:

0 years through 3 years	0%
4 years through 5 years	1%
6 years through 10 years	2%
11 years through 15 years	3 1/2%
16 years through 20 years	4 1/2%
21 years and over	5%

B. The longevity allowance payment will be based on the base salary only. The longevity computation as set forth above will be non-cumulative, i.e., e.g., a police employee with sixteen (16) years of service or over would receive 4 1/2% longevity allowance. Payments for longevity allowance to be determined by and paid during the month of the anniversary date of the employee.

XV. FALSE ARREST AND LIABILITY INSURANCE

Each employee of the police department shall be insured against false arrest or liability suits up to one million (\$1,000,000.00) dollars paid for by the Township.

XVI. SENIORITY.

A. Seniority is defined as the accumulated length of continuous service with the employer computed from the date of hiring.

B. An employee's length of service shall not be reduced by the time lost due to authorized leave of absence for a bona fide illness or injury certified by a physician not in excess of six (6) months. In all cases of promotion, demotion, lay-off, recall, vacation schedule and other situations, where substantial, the employee with the greatest amount of seniority shall be given preference provided that he is qualified to fill the requirement of the job classification and to perform the work involved.

XVII. TERMINATION

A. This Agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the Agreement and shall remain in full force and effect until the 31st day of December 1992. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, ninety (90) days prior to expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiation and until such notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

C. Notice of renegotiation of this Agreement shall be specific as to which topics and subjects, the entire Agreement need not be renegotiated if one or more specific items are to be negotiated.

XVIII. MINIMUM MAN SHIFT.

Effective on the date of the execution of this Agreement there shall be established a minimum operational force within the department. The minimum operational force shall consist of 1 Chief, 1 Captain, 1 Lieutenant, 2 Sergeants and 8 Patrolman and the minimum operational force shall be maintained by the township of Edgewater Park to the best of its ability. In each eight (8) hour shift, the Township will maintain a minimum force of two (2) members of the Department. In the event of resignations, the Township of Edgewater Park shall make every effort to fill the vacancies in accordance with the Civil Service requirements at the earlies date possible. Absence from the force due to vacations or illness shall not be considered in the reduction of the minimum operational force.

XIX. ADDITIONAL RESPONSIBILITIES.

All members of the Department agree to familiarize themselves with the operation of the emergency generator maintained by the Township at the Municipal Building. Members of the Department agree to operate said generator when called upon during emergency situations.

XX. OVERTIME

A. An emergency warranting overtime shall exist in accordance with the definition of emergency in N.J.S.A. 40A:14-134. The determination of an emergency warranting overtime shall be within the sole discretion of the Chief of Police.

B. An officer who is required to work because of an emergency in excess of eight (8) hours in any one day or forty (40) hours in any pay week shall be compensated at time and a half.

C. Only straight time hours worked and vacation time approved by the Chief of Police shall go towards the forty (40) hour work week.

D. Except in cases of emergency, an employee shall not be required to work in excess of twelve (12) hours in any twenty-four (24) hour period, which extreme emergency shall be determined in the sole discretion of the Chief of Police.

E. Voluntary exchange of days or hours between or among members of the Department shall not cause the payment of overtime or compensatory time as herein provided.

F. Each officer working overtime shall submit to the Chief of Police weekly on the forms presented by the Chief of Police a statement of overtime hours worked and a brief description of the duties performed.

G. Detective division will receive time and a half for all overtime.

H. Lieutenant will receive time and a half for overtime.

XXII. FULLY BARGAINED PROVISION.

This Agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this Agreement will be interpreted according to the intent of the parties.

XXI. SEVERABILITY AND SAVINGS.

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, State or Federal law, or Civil Service Rules, that portion declared to be inoperative shall be excised from the Agreement and the remainder of the Agreement shall remain in full force and effect. The contract stipulation shall supercede Federal and State Law and Civil Service operating rules and procedures.

ANNEX A

Salary Plan

Police Officer	1990 7%	1991 7%	1992 7%
Step 1 (start)	\$23,303.25	\$24,934.48	\$26,679.89
Step 2 (1 year)	\$25,165.54	\$26,927.13	\$28,812.03
Step 3 (2 years)	\$29,831.48	\$31,919.68	\$34,154.06
Step 4 (3 years)	\$30,587.69	\$32,728.83	\$35,019.85
Police Sergeants	\$32,149.42	\$34,399.88	\$36,807.87
Police Lieutenants	\$33,732.79	\$36,094.09	\$38,620.68

All members of the Association are listed below and their present pay step

Lt. Mack	Lieutenant
Sgt. Niedbalski	Sergeant
Det. Garcia	step 4
Pt1m. Morton	step 4
Pt1m. Foster	step 4
Pt1m. Dascentis	step 4
Pt1m. Van Brunt	step 4
Pt1m. Conlin	step 4

ANNEX. B

The person listed below are members of the Edgewater Park Police Association. The Association has been founded for the purpose of negotiation, working conditions, grievances and any and all other benefits and matters relating to employment in the Township of Edgewater Park.

Lt. Mack
Sgt. Niedbalski
Ptlm. Foster
Det. Garcia
Ptlm. Morton
Ptlm. Dascentis
Ptlm. Conlin
Ptlm. Van Brunt

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals this 22nd day of November 1989.

TOWNSHIP OF EDGEWATER PARK

BY: Robert M. Kistyan
TOWNSHIP MAYOR

ATTEST:

John A. Donato
TOWNSHIP CLERK

EDGEWATER PARK POLICE ASSOCIATION

John A. Gallaher
Joseph M. C.R.
Robert DiCarlo

Township of Edgewater Park
400 Belanco Road
Edgewater Park, New Jersey 08010

Phone (609) 877-2050

AMENDMENT TO CONTRACT FOR 1990 THRU 1992
BETWEEN
TOWNSHIP OF EDGEWATER PARK AND
EDGEWATER PARK POLICE ASSOCIATION

The following term was agreed upon by both negotiating teams but was inadvertently left off of the list of "Final Negotiation Terms". The term is included in the above-referenced contract under Section XII - Annual Vacation, Letter H. It reads:

"If an employee wishes not to use two (2) weeks vacation, the Township will give them the weeks' pay."

EDGEWATER PARK POLICE ASSOCIATION

John C. Neubauer
Joseph M. Cahn
Frank D'Amato

TOWNSHIP COMMITTEE NEGOTIATING TEAM

G. Ryb
S. Polson

DATED: November 13, 1989

TOWNSHIP OF EDGEWATER PARK

Resolution #81-89

WHEREAS, the contract for 1990 through 1992 between the Township of Edgewater Park and the Edgewater Park Police Association has been successfully negotiated; and

WHEREAS, per said contract a resolution must be passed by Township Committee directing the Mayor and Township Clerk to execute the contract;

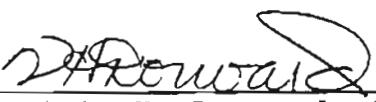
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park, County of Burlington, and State of New Jersey that the Mayor and Clerk be authorized to sign said contract.

TOWNSHIP OF EDGEWATER PARK



Robert M. Notigan, Mayor

Certified by:



Virginia H. Dorward, Clerk

DATED: November 22, 1989